

OSE FORM 00501 – STANDARD MODIFICATIONS TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER:

PROJECT NUMBER:

PROJECT NAME:

1. STANDARD MODIFICATIONS TO AIA A101-1997

1.1. These Standard Modifications amend or supplement the *Standard Form of Agreement Between Owner and Contractor* (AIA Document A101-2007) and other provisions of Bidding and Contract Documents as indicated below.

1.2. All provisions of A101-2007, which are not so amended or supplemented, remain in full force and effect.

2. MODIFICATIONS TO A101

2.1. *Insert the following at the end of Article 1:*

Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101, 2007 Edition as modified by OSE Form 00501 – Standard Modification to Agreement Between Owner and Contractor. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201, 2007 Edition as modified by OSE Form 00811 – Standard Supplementary Conditions.

2.2. *Delete Section 3.1 and substitute the following:*

3.1 The date of commencement of the Work shall be the date fixed in a notice to proceed issued by the Owner. The Owner shall issue the notice to proceed to the Contractor in writing, no less than seven days prior to the Date of Commencement. Unless otherwise provided elsewhere in the contract documents, and provided the contractor has secured all required insurance and surety bonds, the contractor may commence work immediately after receipt of the Notice to Proceed.

2.3. *Delete Section 3.2 and substitute the following:*

3.2 The Contract Time shall be measured from the date of commencement as provided in Section 9(a) of the Bid Form (SE-330) for this Project. Contractor agrees that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to withhold or recover from the Contractor liquidated damages in the amounts set forth in Section 9(b) of the Bid Form (SE-330), subject to adjustments of this Contract Time as provided in the Contract Documents.

2.4. *In Section 5.1.1, insert the words “and Owner” after the phrase “Payment submitted to the Architect.”*

2.5. *Delete Section 5.1.3 and substitute the following:*

5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than 21 days after receipt of the Application for Payment.

2.6. *In Section 5.1.1, Insert the following after the phrase “Subject to other provisions of the Contract Documents”:*

and subject to Title 12, Chapter 8, Section 550 of the South Carolina Code of Laws, as amended (Withholding Requirements for Payments to Non-Residents)

In the spaces provided in Sub-Sections 1 and 2 for inserting the retainage amount, insert “three and one-half percent (3.5%).”

2.7. *In Section 5.1.8, delete the word “follows” and the colon and substitute the following:*

set forth in S.C. Code Ann. § 11-35-3030(4).

2.8. *In Section 5.1.9, delete the words “Except with the Owner’s prior approval, the” before the word “Contractor.”*

2.9. *In Section 5.2.2, delete the number 30 and substitute the number 21, delete everything following the words “Certificate for Payment” and place a period at the end of the resulting sentence.*

2.10. *Delete the language of Sections 6.1 and 6.2 and substitute the word “Reserved” for the deleted language of each Section .*

2.11. *Delete the language of Section 8.2 and substitute the word “Reserved.”*

2.12. *In Section 8.3, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*

8.3.1 Owner designates the individual listed below as its Senior Representative (“Owner's Senior Representative”), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:
(Name, title, postal address, telephone numbers, and other information)

8.3.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions: (Name, title, postal address, telephone numbers, and other information)

2.13. *In Section 8.4, make the word “Representative” in the title plural, delete everything following the title, and substitute the following:*

8.4.1 Contractor designates the individual listed below as its Senior Representative (“Contractor's Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:
(Name, title, postal address, telephone numbers, and other information)

8.4.2 Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions: (Name, title, address, telephone numbers, email address, and other information)

2.14. Add the following Section 8.6.1:

8.6.1 The Architect's representative:

(Name, title, postal address, telephone numbers, and other information)

2.15. In Section 9.1.7, Sub-Section 2, list the following documents in the space provided for listing documents:

Invitation for Construction Bids (SE-310)

Instructions to Bidders (AIA Document A701-1997)

Standard Supplemental Instructions to Bidders (OSE Form 00201)

Contractor's Bid (Completed SE-330)

Intent to Award Notice (Completed SE-370)

Certificate of procurement authority issued by the SC Budget & Control Board

2.16. In Article 10, delete everything after the first sentence.

END OF DOCUMENT

For Promulgation